Bruhat Bengaluru Mahanagara Palike

Tender Notification No: DCIO-IT/PR/35/2023-24 **Dated: 03-02-2024**

Request for Proposal (RFP)

Selection of Manpower Agency to Provide Staff for IT Section & Revenue Offices of BBMP under Karnataka Public Procurement Portal (KPPP) Platform

Deputy Chief Information Officer on behalf of Chief Commissioner, BBMP, invites Request for Proposal (RFP) from the eligible bidders for Selection of Manpower Agency to Provide Staff for IT Section & Revenue Offices of BBMP under Karnataka Public Procurement Portal (KPPP) Platform. The Proposals from Firms for the assignment of establishing a software engineers and technical team on a full-time basis for a initial period of Two Years, the Tender Schedule is as follows. Further details can be obtained from this office in the working hours.

Tender Schedule

Tender Reference	DCIO-IT/PR/35/2023-24
Date from which Bid document is ready for download through Karnataka Public Procurement Portal (KPPP) of Government of Karnataka (https://kppp.karnataka.gov.in)	03-02-2024
Last date for submitting clarification if any	09-02-2024 @ 15.00 Hrs.
Pre bid Meeting	12-02-2024 @ 15.00 Hrs.
Last date and time for uploading of tender in Karnataka Public Procurement Portal (KPPP)	16-02-2024 @ 17.00 Hrs.
Time and date of opening of tenders: Technical Bid & Technical Evaluation	17-02-2024 @ 17.00 Hrs.
Time and date of opening of tenders: Commercial Bid (If possible)	19-02-2024 @ 11.00 Hrs.
Contact Person for queries	DCIO, BBMP IT Section Telephone : 9480688000 E Mail: dcio-it@bbmp.gov.in
Place of Opening of Tenders and Address for Communication	BBMP IT Section, 2nd Floor, Annex Building-2, BBMP Head Office, NR Square, Bengaluru - 560002

Deputy Chief Information Officer, Information Technology Department, Bruhat Bengaluru Mahanagara Palike, Annex Building-2, Head Office Premises, N R Square, Bengaluru-560002.
E-Mail: dcio-it@bbmp.gov.in

Earnest Money Deposit	Rs.5,00,000/- (Rupees Five lakhs only)

Note: Completed tender shall be uploaded through Karnataka Public Procurement Portal of Governmei Karnataka system only in the manner described under this tender Document on or before the date & time stipulated.

03/01/2024

(B Prabhakara)
Deputy Chief Information Officer
Bruhat Bengaluru Mahanagara Palik

Copy Submitted for Information:

1. PS to the Administrator, BBMP.
2. PS to the Chief Commissioner, BBMP.
3. Special Commissioner (IT / Revenue / Advertisement / TDR), BBMP
4. Special Commissioner (Administration / SWM / Projects), BBMP.
5. Special Commissioner (Finance), BBMP.
6. Special Commissioner (Elections), BBMP.
7. Special Commissioner (Forest, Environment, Climate Change Management and Educat BBMP.
8. Special Commissioner (Health / Markets / Welfare), BBMP.
9. All Zonal Commissioners of BBMP.
10. Director (IT), BBMP.
11. Engineer-in-Chief, BBMP.
12. Copy to Public Relation Officer to Publish in Kannada / English News Papers.
13. To Publish in BBMP Website.
14. Office Notice Board / Additional Copy.

Bruhat Bengaluru Mahanagara Palike

RFP for Selection of Manpower Agency to Provide Staff for IT Section & Revenue Offices of BBMP

Tender Notification No: DCIO-IT/PR/35/2023-24

BBMP IT Section
2nd Floor, Annex Building-2,
BBMP Head Office
Bengaluru 560002
Telephone Number - 9480688000
E-Mail Id: dcio-it@bbmp.gov.in

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Bruhat Bengaluru Mahanagara Palike

BBMP IT Section, 2nd Floor, Annex Buildning-2, BBMP Head Office, Bengaluru 560002

No: DCIO-IT/PR/35/2023-24 **Dated: 03-02-2024**

Tender Schedule For

Providing Staff for IT Section and Revenue Offices of BBMP under the Karnataka Public Procurement Portal System (https://kppp.karnataka.gov.in)

Tender Reference	DCIO-IT/PR/35/2023-24
Date from which Bid document is ready for download through E-Procurement Portal of Government of Karnataka	03-02-2024
Last date for submitting clarification if any	09-02-2024 @ 15.00 Hrs
Pre bid Meeting	12-02-2024 @ 15.00 Hrs
Last date and time for uploading of tender in e-Procurement platform	16-02-2024 @ 17.00 Hrs
Time and date of opening of tenders: Technical Bid & Technical Evaluation	17-02-2024 @ 17.00 Hrs
Time and date of opening of tenders: Commercial Bid (If Possible)	19-02-2024 @ 11.00 Hrs
Contact Person for queries	DCIO, BBMP IT Section Telephone – 9480688000 E Mail: dcio-it@bbmp.gov.in
Place of Opening of Tenders and Address for communication	BBMP IT Section, BBMP Head Office Corporation Circle, Bengaluru-560 001
Earnest Money Deposit	Rs.5,00,000/- (Rupees Five lakhs only)

Note:

Completed tender shall be uploaded through the Karnataka Public Procurement Portal System (https://kppp.karnataka.gov.in) only in the manner described under these tender Documents on or before the last date & time stipulated.

Deputy Chief Information Officer,
BBMP IT Section

Abbreviations in the tender

1. BBMP – Bruhat Bengaluru Mahanagara Palike
2. BBMP IT Section Office – Information Technology Section in Bruhat Bengaluru Mahanagara Palike
3. DCIO – Deputy Chief Information Officer
4. DEO – Data Entry Operator
5. EMD - Earnest Money Deposit
6. RFP – Request for Proposal
7. L1 – Least cost bidder as per Bid / Financial Evaluation Factor
8. INR – Indian Rupees
9. GPS – Global Positioning System
10. PBG – Performance Bank Guarantee
11. GOK – *Government of Karnataka*
12. ROC – Registrar of Companies
13. SI – Service Integrator
14. MSA – Master Service Agreement

1. Invitation for Proposal

1.1. RFP Notice:

This RFP Document is being published by BBMP IT Section known in this document as "BBMP IT Section", for taking Staff for IT and Revenue Offices and other resources through a manpower agency.

This RFP is to provide staff for IT and Revenue Offices of BBMP through a duly qualified manpower agency. This tender fixes the percentage service charges that the Bid Winner will get. Further, BBMP will itself prescribe the montly payment for each resource as per his qualifications, experience and knowledge which will be a pass through to the BBMP by the Bid Winner. Further, in case any additional resource is required of a specific qualification and skill and experience then BBMP retains the authority to obtain such a resource from the Manpower Agency and fix his/her monthly remuneration which will be a pass-through. This will enable BBMP to pick specific resources at its own specified price to meet its specific resource requirements while the bid winner will get his due earnings as percentage service charges on each monthly bill of actually deployed resources.

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial responses electronically using the unified e-Procurement platform of the CeG. The URL of the Karnataka Public Procurement Portal System (https://kppp.karnataka.gov.in)

Bidder service providers are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

This RFP document is not transferable.

Before submission of bids, bidders must ensure that scanned copy of all the necessary documents have been attached with the bid.

The BBMP will not be responsible for delay in proposal submission due to any reason.

Bidder agencies are requested to attend a pre-proposal conference as per details provided below.

1.2. Letter of Invitation

Bengaluru, **03-02-2023**

Dear Sir/Madam:

a. BBMP IT Cell, BBMP invites Proposals from Firms for the assignment of providing staff for IT and Revenue Offices of BBMP as per details in this RFP on a full-time basis for a period of Two Years.
b. As per the advertisement in the Karnataka Public Procurement Portal System (https://kppp.karnataka.gov.in), all interested parties are invited to respond to the Request for Proposal (RFP) document.
c. The vendor will be selected under L1 (Lowest Bid Evaluation Factor) as procedures described in this RFP as the most responsive bidder.
d. Kindly respond to the RFP as per the directions and the formats provided in the RFP.

Yours faithfully,

DCIO,
BBMP IT Section
BBMP Head Office,
Corporation Circle
Bengaluru 560001
Telephone – 9480688000
E-Mail: dcio-it@bbmp.gov.in

1.3. Important Information Related to the tender

Sl.No.	Item	Description
1	Cost of Tender Document	As per the Karnataka Public Procurement Portal System (https://kppp.karnataka.gov.in)
2	Earnest Money Deposit (EMD)	5,00,000.00 (Rupees Five Lakhs only)
3	Bid Validity Period	6 Months from the last date (deadline) for submission of proposals.
4	Deadline/ last date for furnishing performance security	Within 15 (Fifteen) working days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier.
5	Performance security value (Performance Bank Guarantee)	As per bid.
6	Performance security validity period	3 months after expiration of the Contract Period
7	Deadline / last date for signing contract	Within 15 working days of notice of award

2. Introduction

The BBMP IT Section and Revenue Offices handle the IT and the Revenue matters (property tax collection and property records) of the BBMP, respectively.

BBMP IT Section and Revenue Offices comprises of administrative as well as field staff. The Section or Unit are headed by Special Commissioner (IT & Revenue), assisted by Joint Commissioner (Revenue), Deputy Commissioner (Revenue), DC (Revenue) in all 8 Zones, Revenue Officers at the division level, Assistant Revenue Officers at 64 Sub-Division and in each Sub-Division there are about 10 Revenue Inspectors and Tax Inspectors. In IT Section there is Deputy Commissioner (IT), Chief Information Officer, Deputy Chief Information Officer and other officers and staff.

Through this Request for Proposal (RFP), the BBMP wishes to appoint a manpower service provider to provide various staff required for the IT Section and the Revenue Offices at Bengaluru for support for the smooth implementation and discharge of various functions. The details are in the table in this regard in this RFP and abstract given below –

S. No	Position	No of Positions	Period for which required	Minimum Qualification	Annual Value of Tender
1	IT Support/ Coordinator	28	2 Years	MCA or BE/BTech (Engineering) or BCA with experience in IT Support/ Coordinator role for at least 2 years	Rs 6.0 Crore
2	Digitizer cum Computer Operator	50	1 Year	Well versed in Kannada and English Language (Speaking & writing skills), Computer Basics (MS Word, MS Excel, MS Office) and Kannada & English Typing and at least 10th Pass	
3	Computer Operator cum Field Worker	225	6 months	Well versed in Kannada and English Language (Speaking & writing skills), Computer Basics (MS Word, MS Excel, MS Office) and Kannada & English Typing and at least 10th Pass	
4	Field Support Staff/Survey Peons	25	2 Years	Should be at least 10th Pass and well-versed in Kannada and English Language (reading, writing and speaking skills).	

The IT Support / Coordinators shall work in various Zonal and Head Office of BBMP. They shall work to support all IT related activities, the software support, software roll-out, IT related training and be the IT support or coordinator wherever they are posted. Additionally, they may be assigned such other IT related work at the sole discretion of the BBMP.

The DIgitizer cum Computer Operators shall work on any digitization work and computer data entry related work of the BBMP. BBMP is embarking upon digitization of all properties of the BBMP and also utilize the digital and other data received from various other agencies and departments. These staff shall work on the same. Additionally, they may be assigned such other work at the sole discretion of the BBMP.

The Computer Operator cum Field Worker are expected to work in the field wherein they shall capture GPS and other details of the more than 20 Lakh properties in BBMP jurisdiction. The work shall have to be done in a campaign mode and daily every person shall cover at least the minimum prescribed number of properties. In case anyone covers more properties, incentives for the same shall be paid in monetary terms even beyond the prescribed payment amount. A hardworking person can get more than Rs 30000 a month.

Field Support Staff/Survey Peons shall assist survey work in the field. There shall be measurements and survey that the Surveyors shall do in the BBMP limits. These staff shall assist them.

Availing of the services of the Man Power resources indicated in the RFP is purely on the basis of contract through and with a Manpower Agency for a specific period. Therefore, neither the Manpower Agency nor the personnel deployed by the Manpower Agency have any claim towards permanency at any stage or date. In fact, the personnel shall be the employees of the Manpower Agency and no such relationship exists or shall exist between the personnel deployed by the Manpower Agency and the BBMP. The same forms the part and parcel of the terms and conditions of this tender.

The bidders should be well conversant with the Rules and Regulations, Contract Labour (R&A) Act, Employees Provident Fund& Employees State

Insurance Act, Minimum Wages Act, Payment of Wages Act, Service Tax and Income Tax Act, etc. The bidders should take into account all the above facts before quoting. The bidders should maintain all relevant documents/records for having registered with the concerned departments and copy of the same shall be furnished in support of their claim to meet the required qualifications as specified in the tender documents.

3.1 Scope of Work:

(i) BBMP IT Section requires the services of a manpower agency for providing various staff required for the IT Section and the Revenue Offices at Bengaluru for support for the smooth implementation and discharge of various functions. The resources will work in various Revenue Offices (Zonal Offices, Divisional and ARO Offices) and BBMP Head office as per details in this regard given in the table in this RFP.

(ii) The per month amount payable for each resource shall be as per table below and in case any additional resource is taken with specific qualifications and experience, the per month amount shall be decided by the BBMP in consultation with the Bid Winner Agency. This system works as the payment to these resources is a pass through for the Manpower Agency

(iii) BBMP may itself identify the resources and decide their monthly remuneration and the Bid Winner shall select and offer the said resource.

(iv) BBMP will decide the job that each resource will do as per its requirement and qualification, skill and experience of the resource.

(v) The bid winner shall place the resource within 15 days of the date of placement of specific indent for the resource of specified qualification, skill and experience.

(vi) The Manpower Agency shall be paid fixed Service Charges @ 10% of the payment actually made each month for the actually deployed resources. These service charges shall be excluding the taxes and other statutory dues payable to government.

(vii) BBMP shall have the right to vary the number of personnel to an extent of 25% of the numbers mentioned in the table above.

(viii) BBMP may ask for other qualified personnel to be provided by a Manpower Agency which may not be already covered in terms of exact qualifications and

designations given in table above (within 25% variation as per clause (ii) above). The monthly payment rate in such cases will be decided by BBMP.

(ix) Per month payment rate (inclusive of all taxes and duties) to the personnel shall be as per table below (the EPF contributions shall be at the prescribed rate and present rates are given below). This is subject to revision as may be decided by BBMP from time to time.

(x) As per section 26 A of EPF Act, employees whose Basic + DA is more than Rs. 15,000/- per month can opt out of the Provident Fund. Undertaking may be obtained from such staffs who wish to opt out of Provident Fund.

(xi) Note that payments to outsourced personnel are full pass–through to BBMP and even the service charges to bid winner are fixed. Hence, no impact occurs on bid winners for any change in monthly remuneration to outsourced staff.

Payment to be made to Agency (in Rupees)

(A) For Staff who opt out of EPF scheme:

Payment to be made for an outsource employee who opt out of EPF scheme after all deductions per month:

Sl. No.	Details	Payment to be made for outsource employee (in Rupees)	
		Computer Operator	Peons/ Attenders
a	**Total Payment by BBMP to Agency**	**27,240.30**	**23,541.00**
b	PF employer contribution (13%) on basic Amount	**0**	**0**
c	PF employee contribution (12%) on basic Amount	**0**	**0**
d	ESI employer contribution (3.25%)on basic Amount	**658.13**	**568.75**
e	ESI employee contribution (0.75%) on basic Amount	**151.88**	**131.25**
f	Service Charges @ (10%)	**2,025.00**	**1,750.00**
g	GST @ (18%)	**4,155.30**	**3,591.00**
	Net Pay in hands of Staff [a-	**20,250.00**	**17,500.00**

	(b+c+d+e+f+g)]		

(B) For staff who opt for participating in EPF Scheme:

Sl. No.	Details	Computer Operator	Peons/ Attenders
a	Pay (Basic+VDA)	18,052.79	15,601.17
b	EPF(@13 % (Employer Contribution)	2,346.86	2,028.15
c	ESI(@3.25 % (Employer Contribution)	586.72	507.04
d	Service Charges (a+b+c) x 5 %	2,098.64	1,813.64
e	GST (a+b+c+d) x 18%	4,155.30	3,591.00
	Total Payment by BBMP to Agency	**27,240.30**	**23,541.00**

Payment to be made for an outsource staff after all deductions per month from
01-04-2023 who opt for EPF Scheme

Sl. No.	Details	Payment to be made for outsource employee (in Rupees)	
		Computer Operator	Peons/ Attenders
a	**Total Payment by BBMP to Agency**	**27,240.30**	**23,541.00**
b	PF employer contribution (13%) on basic Amount	**2346.86**	**2028.15**
c	PF employee contribution (12%) on basic Amount	**2166.33**	**1872.14**
d	ESI employer contribution (3.25%)on basic Amount	**586.72**	**507.04**
e	ESI employee contribution (0.75%) on basic Amount	**135.40**	**117.01**
f	Service Charges @ (10%)	**2,098.64**	**1,950.15**
g	GST @ (18%)	**4,155.30**	**3,615.57**
	Net take home pay [a-(b+c+d+e+f+g)]	**15,751.06**	**13,450.94**

The above payment is subject to change as per decision of the BBMP and as notified under the Minimum Wages Act.

(xii) The Bid Winner shall make payment to all personnel deployed by him within the 7th day of the month. These payments to the deployed-personnel by the Bid Winner shall be credited into the Bank Accounts of the concerned personnel. The Bid Winner shall furnish latest by 18th of each calendar month the documentary proof of having disbursed the payments into the Bank accounts of the deployed personnel by way of a copy of the "*Bank Statement*". Non-submission of such a "*Bank Statement*" proving disbursal of payments into the Bank accounts of the deployed personnel shall lead to disallowing of further payments to the Bid Winner from BBMP subsequent month until such a Bank Statement is actually submitted. In case of persistent default in timely submission of such a *Bank Statement* for each month, the contract to the Bid Winner shall be cancelled treating persistent delayed submission of such a "*Bank Statement*" as violation of "Scope of Work" and, thus, a "Breach of Contract". In this "persistent default" means non-submission of such a Bank Statement until it is submitted. In case BBMP opts for any mode of e-payment to outsourced staff, the bid winner should fully co-operate and implement the system.

(xiii) The successful agency should provide the services of personnel within 15 days from the date of award.

(xiv) The period of contract shall be two year from the date of award unless cancelled as per terms & conditions of this tender. The contract is extendable by a period of one year at the time of expiry of two-year contract period at the discretion of BBMP. The Manpower Agency shall cooperate and integrate in all efforts of BBMP.

3.2 Selection Process for Placement of Manpower Resources:

The BBMP shall adequately test the resources through a proper evaluation as deemed suitable prior to placement. In case any resource suggested by the Manpower agency for selection is rejected by the BBMP, the Manpower agency shall provide an alternative resource who will be subjected to the above same selection process.

3.3 Penalties and Liabilities

In case the manpower agency is not able to provide at least 75% of the resources indented by BBMP for more than 60 days then BBMP has a right to terminate the contract.

In case the manpower agency fails to make in-time payment to the resources then the Bid Winner is liable for penalty @ 10% of its service charges for that month. Failure to make in-time payment for the purpose of this penalty clause means non-payment until end of succeeding month. Provided that nonpayment of salaries due for more than 2 months shall make the Bid Winner liable for cancellation of the contract treating it as a default by the Bid Winner Manpower Agency.

3.4 Working Hours/Days

The above mentioned resources shall work as per the working hours of BBMP or as per directions of BBMP IT Cell / BBMP Revenue Section. The Manpower agency will not be paid ½ days manpower rate for that resource in case the resource is delayed for work for a period less than one hour in three instances in any month or delay exceeding one hour and less than three hours in any instance. For any unauthorized absence exceeding five hours, full day's manpower payment for that resource will not be paid to the manpower agency. The resources may also be asked to work in shifts in case of work requirements.

The shift working will be as per the prevalent working norms. The decision of the BBMP is final regarding the shift/working arrangement.

3.5 Dedicated Assignment for Resources

The resources shall work exclusively on the assignment of BBMP and shall not take up any other assignment irrespective of the fact that such assignment is performed during holidays or after BBMP working hours. BBMP reserves right to relax this requirement for specified resources.

3.6 Replacement of Resources

The BBMP will periodically evaluate the work of the resources placed by the manpower agency. In case of poor performance of any resource the same will be communicated to the resource and will be given an opportunity for improvement. However, in case the resource shows no improvement within a defined period of 15 days the manpower agency shall replace such a resource within 30 days of a request for replacement by the BBMP. In such cases where BBMP has in writing informed for replacement of resources and the agency has not fulfilled the same within 30 days of the request; the action could be taken by BBMP as per RFP conditions including relieving such a resource unilaterally. Agency shall ensure that existing resources will however continue till new resource is provided. Replacement is allowed provided BBMP finds the new resource acceptable vis-à-vis the evaluation criteria and selection procedures.

3.7 Payment to Resources Placed With BBMP

The Manpower agency shall make prompt salary payment to the resources placed with BBMP by 7thof the month without fail. The agency shall submit the details of payment made to the resources along with the bills submitted to BBMP. Failing to make prompt salary payment to the resources will attract penalties as per RFP Conditions.

In case of exigencies wherein there is delay in making payments to the agency by the BBMP, the agency should be in the position to pay the resources promptly within 7th of every month for a period of 3 months in spite of delay from the BBMP.

3.8 Issues Related to Resource Turnover

The Manpower agency shall ensure that there is no frequent turnover of resources placed with the BBMP. Any resource deployed by the manpower agency shall give at least a 30 day notice for resignation and shall leave only after at least 15 day handover time to the new resource, the notice period for resignation and handover period are both independent of each other. For Example: In case, the original resource gives notice for resignation on 1st June 2023 and then the replacement resource is placed by agency on 1st July 2023, then irrespective of the fact that the notice period of the original resource has been completed, a handover of 15 days has to be arranged. Replacement is allowed provided BBMP finds the new resource acceptable vis-à-vis the evaluation criteria and selection procedures.

3.9 Leave Rules

The following shall be the leave rules of the resources placed by the vendor.

- **Working Hours, Overtime, Leaves, Travelling & Dearness allowance etc of the Resources**

Working hours, overtime, leave, etc.: The resources should be available and work in the offices or the field areas assigned to them by BBMP on every working day of the BBMP during the working hours (10.00 am to 6.00 pm). In special cases, the resources' schedule may be modified with the consent of the BBMP. The resource's time should still average to a minimum of 8 Hrs per working day. In case the Resources plan to go on leave due to any exigencies, he shall do this with prior permission of the head of office under whose control they are placed and shall ensure that he is informed ordinarily at least 1 week in advance. However the total leaves, apart from the Government Holidays, which the Resources are entitled to will not exceed 12 days in a year. Working hours and holidays for Resources are set forth in this RFP; the Resources shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. Resources' remuneration shall be deemed to cover these items.

In case of travel, amount approved shall be reimbursed by BBMP on production of actual receipts.

- **Casual Leave**

The resources shall get 1 day a month as a casual leave. No casual leave shall be accumulated beyond one year. No resource will be allowed to take more than 3 casual leaves together.

- **Sick Leave**

The resources shall get 1 day a month as a sick leave. No sick leave shall be accumulated beyond one year. Any sick leave beyond 3 days absence shall be authenticated by a medical certificate of a registered practitioner.

- **Annual / Privilege Leave**

The resources shall accumulate annual privilege leave @ 1 day per month up to a total of 12 days annual privilege leave in a year (including Sundays and other state government Holidays). The leave plan of each of the resources shall *be communicated at least 45 days prior to the resource going on leave. For* privilege leave exceeding a total of 6 days, the vendor shall place substitute resource at least 5 working days prior to the resource going on leave that will remain in place during the leave period and a further period of 3 days after the original resource has returned.

Note: Casual, Sick & Annual / privilege leaves put together will not exceed 24 per annum.

- **Unauthorized absence**

Any unauthorized leave of any resource beyond 7 days, will be deemed to be a resignation of the resource from the services of manpower agency and section related to turnover of resource will be effective.

3.10 Travel Expenses:

All employees of the Manpower Agency will get their travel program pre-approved in writing by the Head of Office where they are working in BBMP.

(a) Eligible Modes of Travel

Expenses on account of travel by Bus or Train will be reimbursed on production of tickets duly certified by the concerned authorities. Permissible modes of travel will be any travel by bus up to Volvo AC Bus and AC III tier travel by train. Any other mode of travel shall be by specific prior approval of Head of Office where they are working in BBMP.

(b) Rates for outstation lodging

In case lodging in outstation venues is not organized by BBMP, the employees of the manpower agency will be reimbursed at the following rates

1. Municipal Corporations limits - Rs. 1000/- per day
2. District Headquarters Rs. 750/- per day
3. Any other town Rs. 500/- per day

The employees of the manpower agency will submit lodging bills for claiming the above on a monthly basis. Bills submitted beyond 6 months will not be admitted. No additional payment other than those mentioned above for purposes of local travel, boarding, lodging etc will be made to the resources. The above per day rates are subject to revision as BBMP may approve from time to time.

3.11 Payment Process

The Vendor will raise a monthly invoice along with the attendance certificates from Head of Offices under whom the resources work and payment details to the resources based on the actual deployment of resources to the BBMP and actual days worked by the resources accounting for authorized leave and deduction arising from unauthorized absence, non-performance penalty etc.

Provided in case BBMP fails to furnish attendence and leave records of any resource within 5th of succeeding month, the bid winner shall assume full month work by actually deployed resources and raise the invoice accordingly.

Provided further that in case of delays in payments by the individual offices of the BBMP under whom the resources are deployed, the BBMP IT Cell/Revenue Section at Head Office may make the payment directly to the Manpower Agency. This could be an arrangement that may be implemented for payment to the Manpower Agency in general. The BBMP shall take decision in this regard.

In this regard it is again clarified that amounts payable to the Resources are fixed by BBMP and are a pass through. The Agency shall be paid Service Charges at the prescribed rates for the actual resources deployed in a month – the payment of taxes and other statutory duties shall be separate by BBMP except TDS which shall be deducted as per Income Tax Act.

The BBMP shall make a payment after deduction of any penalties, if any, on the invoice within 15 working days of rising of invoice. All payments to the successful Bidder shall be made by BBMP upon submission of invoices and approval of the same

As and when BBMP adopts electronic payment system, the payment shall be electronically made as per this tender and agreement.

3.12 Service Tax Payments or Payments to Any Statutory Bodies

The manpower agency will submit proof of payments of applicable taxes to BBMP. In case the manpower agency is making deductions relating to provident fund or TDS from the resources, the manpower agency will give proof of such payments.

3.13 Period of contract

The period of the arrangement is for a period of two year commencing 30 days from the intimation of the award to the successful bidder or date of joining of the first resource under this RFP whichever is later. The BBMP retains the right to extend this contract up to one year at its option for one or all resources to facilitate smooth handover, knowledge transfer to a new manpower agency. This extension will be at the same terms and conditions as per contract to be entered into with the successful bidder.

3.14 Variation in No of Resources:

BBMP has the authority to reduce or increase the no of resources to the extent of maximum 25% based on the actual requirement of resources.

3.15 Service Level Requirements (SLR) and Penalties

The agency shall deploy resources as per the Service Level Requirements specified below; else the liability as per RFP shall apply:

Each resource required by BBMP as per this RFP shall be deployed by the agency within 30 days of placement of indent by BBMP specifying the qualification, skill and experience of the resource. Provided that the resources mentioned in this RFP shall be deployed within 15 days of award of the work-order. BBMP shall accept a resource only if the resource is found satisfactory.

a. BBMP is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 30-days advance notice
b. *The resource is to be on the pay roll of the agency at the date of* deployment.
c. The resource shall meet the educational qualification & experience as prescribed by BBMP at the time of offering of resource.
d. The result of the evaluation of the resource conducted by the BBMP will be intimated to the agency within 7 Govt working days. If the result is not communicated within 7 working days to the agency, the selection of the candidate is deemed to be rejected.
e. In case of failure to meet the standards of the BBMP, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource as per relevant clause of the RFP.
f. The replaced resource will be accepted by the BBMP as per its evaluation criterion and is found suitable to the satisfaction of the BBMP. The outgoing resource should complete the knowledge transfer with the replaced

resource as per the satisfaction of the BBMP. The bidding firm shall be allowed 30 days to replace the resource.

g. The payment for replaced resources will be made as per the rates quoted/agreed approved by BBMP.

h. General Penalty: Non adherence to office timings of BBMP by any resource will attract penalty of Rs. 100 per day. Non submission of weekly and monthly reports/Plans by resources and the same is complained by Head of Office under whom the resource is working will attract penalty of Rs 500 for that resource.

i. Remuneration Penalty: In case of any delay by the manpower agency in making payment to the resources placed with BBMP, the agency shall be liable to pay a penalty of Rs 100 per day per resource to the BBMP which will be deducted out of the Service Charges of the Agency.

j. Deployment Penalty: Resources duly qualified through the selection process shall be placed with the BBMP IT CELL within the 30 days period, failing which the contract is liable to be cancelled.

k. Replacement Penalty: In such cases where BBMP has informed in writing for replacement of resources and the agency has not fulfilled the same within 60 days, the contract is liable to be cancelled in case the total deployment falls for more than 2 months below 75% of the indented number of resources

l. Penalty for Absence: In the case of absence (authorised or unauthorized), apart from allowed leave, of a resource during project period, no payment will be made for the days a resource is absent (Per day payment will be calculated by dividing man month rate by number of working days in that month).

3.16 Penalty Cap / Limit:

The overall limit on penalty due to all or any reasons shall be 10% of total award cost whereupon the contract is liable for termination along with revocation of PBG and blacklisting at discretion of BBMP. However, BBMP has a right to waive penalty as per requirements and context of specific situation.

3.17 Settlement of Disputes:

a. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

b. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement to the Chief Commissioner, BBMP whose decision shall be final.

c. Arbitration

In case either party is not satisfied with the decision of the above committee, they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 day notice period. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules. Arbitration proceedings shall be held in Bengaluru and the language of the arbitration proceedings

and that of all documents and communications between the parties shall be English.

3.18 Termination Rule:

BBMP may at its discretion terminate the contract and also confiscate the PBG in the following situations –

a. During the engagement period, if penalty exceeds 10% of the contract price.
b. If the selected Bidder fails to deliver the commitments within the time period(s) specified in the Contract, or within any extension thereof granted by BBMP, or
c. If the selected Bidder fails to deliver any or all Contracted services as per the Contract or
d. If the selected Bidder fails to perform obligation(s) under the Contract, or
e. If the Bidder / selected Bidder in the judgment of BBMP has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
f. If the resource is found to do illegal activities, he / she will be punished as per the law & vendor may also be made responsible for any such misconduct or act of resource depending upon the involvement or neglect of the Vendor in such a situation.

4. Eligibility Criteria for Bidders

The eligibility criteria for the participating bidders are as given below

i. The Bidder must be a company registered under Indian Companies Act or the Partnership Act.

ii. The Bidder should have been in operation for at least 3years as of 31.01.2024 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.

iii. The bidder should be a Manpower Service Provider.

iv. Bidder should be registered under GST.

v. The bidder should have an average turnover of Rs 10 Crores in field (s) given in (iii) in the last three accounting Years i.e. 2020-21, 2021-22, 2022-23, as evidenced by the audited accounts of the company (the CA certified and audited turnover for 2022-23 will also be accepted for the purpose of fulfillment of this clause)

vi. The bidder shall have on his rolls not less than 200 employees for at least one year on the day of submisison of the bid, out of which at least 50 shall be fulfilling the qualification and experience criteria given in table for resources given in this RFP. It is clarified that these said resources may be working on another project or work but this eligibility criteria requires that they be on full time employment of the bidder. The proof of the same shall be shown through offer letter and the monthly payment rolls or a similar document such as TDS etc. Their biodata shall have to be shared in case the same is requested by BBMP.

vii. The bidder should have ISO 9001 Certification for services.

viii. The bidder shall have satisfactorily executed at least one manpower supply work for at least 1 year duration for Govt of India or Govt of

Karnataka or BBMP for value not less than INR 3 Crores in the past 5 years ending 31st March 2023.

ix. The bidders should not be a defaulter or a blacklisted firm in respect of any tender or contract in any of the Government departments/authorities/PSUs or companies.

The Bidder must meet ALL of the above stated eligibility requirements for it to qualify in the Pre-qualification cum Technical bid evaluation. Bids of Bidders, who fail to qualify in the Pre-qualification cum Technical evaluation, will not be commercially evaluated. The statements affirming the above stated eligibility criteria must necessarily be supported by relevant documents. The bidders failing to meet above minimum qualification requirements shall be rejected at technical evaluation stage and their financial bids shall not be opened.

5. General Tender Conditions:

1. Information to Bidders

a. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the BBMP, are not reimbursable as a direct cost of the assignment; and (ii) the BBMP is not bound to accept any of the Proposals submitted.

b. BBMP expects the bidders to provide professional, objective, and impartial advice and at all times hold the BBMP's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired by the vendor for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the BBMP.

c. It is BBMP's policy to require that the Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

d. defines, for the purposes of this provision, the terms set forth below as follows:

   i. *"corrupt practice" means the offering, giving, receiving, or soliciting* of anything of value to influence the action of a public official in the selection process or in contract execution; and

   ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish

prices at artificial, noncompetitive levels and to deprive BBMP of the benefits of free and open competition.

e. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

f. will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded BBMP-financed contracts if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract.

The company should produce an affidavit on stamp paper in original stating that the company is not blacklisted by the BBMP or Government of Karnataka or any PSU owned by Govt of Karnataka.

2. Clarifications on RFP

All enquiries / clarifications from the bidders, related to this RFP must be directed in writing or by e-mail exclusively to the BBMP as mentioned in this RFP. The preferred mode of delivering written questions would be through mail or email. Telephone calls will not be accepted. Clarification sought should include a reference to the applicable section number in the RFP.

In no event BBMP will be responsible for ensuring that bidders' inquiries have been received by the BBMP. The BBMP will endeavor to provide in writing a full, complete, accurate, and timely response to all questions. However, the BBMP makes no warranty as to the completeness or accuracy of any response, nor does the BBMP undertake to answer all the queries that have been posed by the bidders and in every such case the RFP as it exists stands. No request for clarification from any bidder shall be entertained after the last date for seeking clarifications, as specified in this RFP.

3. Pre-Bid Meeting

The BBMP will host a Pre-Bid Meeting, tentatively scheduled to occur on the date as mentioned in this RFP.

The purpose of the conference is to provide bidders with information regarding the RFP and the requirements of the Project, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project. The responses to the queries from all bidders will be distributed to all in the Pre-Bid Meeting.

4. Amendment of RFP Documents

At any time before the end date for submission of Proposals, the BBMP may, for any reason, whether at its own initiative or in response to a *clarification requested by a prospective bidder, modify the* RFP *documents* by amendment. Any amendment shall be issued through publication of addendum in the e-Procurement portal. The BBMP may at its discretion extend the deadline for the submission of Proposals.

5. Liability of the BBMP in preparation & bid submission

The BBMP is not liable for any cost incurred by a Bidder in the preparation and production of any Proposal, the preparation or execution of any benchmark demonstrations, simulation or laboratory service or for any work performed prior to the execution of a formal contract. All materials submitted become the property of the BBMP and may be returned at its sole discretion.

6. Bid Security and its amount (Earnest Money Deposit)

Bidders shall submit, along with their Pre-qualification cum Technical Bid, Bid security or EMD of INR 5,00,000/- (Rupees Five Lakhs Only).

Unsuccessful Bidder's bid security will be discharged/returned as promptly as possible but not later than 60 days after the successful bidder signing the contract.

The successful bidder's bid security will be discharged upon successful Bidder signing the contract.

Submitting the Bid without adequate bid security/ EMD will be liable for rejection without providing any opportunity to the bidder concerned.

The bid security is required to protect the BBMP against the risk of Bidder's conduct, which would warrant the security's forfeiture. No interest will be payable by the BBMP on the amount of the Bid Security. The bid security may be forfeited if a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

7. Language of Proposals

The Proposal and all correspondence and documents shall be written in English. All Proposals and accompanying documentation will become the property of the BBMP and will not be returned.

8. Bid Currency

Prices shall be quoted entirely in Indian Rupees.

9. Prices

The payment to the bidder shall be as follows –

(i) For each resource that is taken by BBMP the monthly remuneration for the said resource shall be decided by BBMP based on

qualifications, skill and experience of the resource, in consultation with the Bid Winner. The remuneration for the presently sought resources is mentioned in the table in this RFP. The same shall be paid to bid winner for each resource as a pass through as monthly payment to the resource.

(ii) The Bid Winner shall be paid 10% service charges (excluding taxes and other statutory dues but includes the TDS) on the monthly payments made to the resources actually deployed and working in a month.

(iii) The taxes (other than TDS) and other statutory dues shall be paid as per actual.

10. Correction of errors

Bidders are advised to exercise greatest care in entering the pricing figures. No excuse that mistakes have been made or requests for prices to be corrected will be entertained after the quotations are opened. All corrections, if any, should be initialed by the person signing the bid form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. The amount stated in the bid form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall bid price to rise, in which case the original bid price shall govern.

11. Disqualification of Bid

The bid is liable to be disqualified in the following cases:

1. The Bid not submitted in accordance with this document.
2. During validity of the bid, or its extended period, if any, the Bidder increases his quoted prices.
3. The Bidder qualifies the bid with his own conditions.
4. Bid is received in incomplete form.
5. Bid is received after due date and time.
6. Bid is not accompanied by all requisite documents
7. Submission of Commercial Bid Value with the Pre-qualification cum Technical Bid

12. Period of Validity of Bids

The bids shall be valid for a period 6 months, for any unforeseen delay in evaluation and award of contract to the successful Bidder, from the closing date for submission of the bid. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the Bidder withdraws his bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his bid.

In exceptional circumstances, at its discretion, the BBMP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

13. Format and Signing of Bid

The Bidder must organize the bid in accordance with the format specified in the RFP.

All proposals must be signed with the bidder's name and by a representative of the bidder, who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

14. Content and Form of Responses

Bidders shall submit their response as per the directions mentioned in this RFP. Failure in doing so may result in the bid being eliminated at the examination stage as unresponsive.

15. Evaluation Methodology

1. Overall Evaluation

The Bid evaluation process shall be a two-stage process, Pre-qualification cum Technical stage and Commercial stage evaluation respectively.

The BBMP will evaluate and compare the bids that are determined to be substantially responsive. It is the BBMP's intent to select the proposal that is most advantageous. BBMP reserves the right to reject any or all the bids without assigning any reason, whatsoever.

The BBMP may ask Bidder(s) for additional information, visit to Bidder's site and/or arrange discussions with their professional, technical faculties to verify claims made in Pre-qualification cum Technical bid documentation.

2. Pre-qualification cum Technical Bid Evaluation

The Bidder shall furnish the information required in the prescribed formats as given as per RFP. The Bidder will be evaluated against the eligibility criteria as stipulated as per RFP and other criteria as mentioned in this RFP.
The Pre-qualification cum Technical Bid should consist of the following:

1) A statement affirming that each of the eligibility criteria is met by the Bidder, which is duly signed by the Authorized signatory of the Organization.
2) Relevant documents affirming each of the eligibility criteria as mentioned in the RFP. (Documentary proof)
3) General information of the Bidder **Form –1**
4) Particulars of Turnover – **Form 2**
5) Certificates & Partnership deeds (if any)
6) The EMD as per the requirements mentioned as per RFP .
7) Service tax returns for the last 3 financial years
8) Income tax returns for the last 3 financial years
9) A letter duly attested by bidder should submit stating that the firm has not been blacklisted

3. Commercial Bid Evaluation

All technically responsive bids shall then be examined for financial evaluation of the bids as follows -

The bid winner shall be the bidder who offers the **LOWEST FINANCIAL EVALUATION FACTOR** = (100/PBG) (or the **HIGHEST PERFORMANCE BANK GUARANTEE)** that the bidder will keep with BBMP.

This explained as follows –

The monthly payment rates of the personnel shall be fixed. Let this monthly payment for the deployed personnel for a given **tender** be **Rupees Z**

The payment or the "Service Charges" to the Manpower Agency shall also be FIXED @10 % of Z.

The bidder shall give financial bid for **tender** in terms of **"Percentage Performance Bank Guarantee"** which the bidder shall give in favor of Chief Commissioner BBMP as percentage of Rs 6 Crores (approximate yearly value of a tender)

Now, based on "Percentage Performance Guarantee" which the bidder bids to give for a tender; the Financial Bid Evaluation Factor shall be calculated as follows –

Financial Evaluation Factor = (100/Percentage Performance Guarantee).

The bidder bidding the **Lowest "Financial Evaluation Factor" (L1) (or the Highest Percentage Performance Guarantee)** shall be the bid winner for **the tender**. Provided that Percentage Performance Guarantee shall not be less than 5% else such a bid shall be rejected.

Provided that at least 10% of the total PBG shall be deposited with the BBMP as interest free deposit and rest 90% may be given as Bank Guarantee,

Further, in case more than one bidders emerge L1 (Lowest Bidder) as per above financial evaluation criteria, the decision to pick the bid winner shall be taken by random "draw of lots" among all such L1 bidders. Accordingly, the bidder whose name emerges in the draw of lots shall be declared the bid winner.

4. Tender Scrutiny Committee

The BBMP through a scrutiny committee shall evaluate the tenders. The Tender Scrutiny Committee may choose to have a discussion with any or all the Bidders. The decision of scrutiny committee in the evaluation of the bids shall be final. No correspondence will be entertained outside the process of discussion with the Committee.

5. Clarifications of Bids and Review of Bidders' Proposed Deviations

To assist in the examination, evaluation and comparison of Bids, BBMP may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification

and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

6. Award of Contract

6.1. Award Criteria

The BBMP IT CELL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Best Value Bid (A bid which qualifies in the two evaluation stages and proves to be the L1 in commercial quote as per FINANCIAL EVALUATION FACTOR (which is 100/Performance Bank Guarantee. In order words the bid winner shall be the one offering the HIGHEST PERFORMANCE BANK GUARANTEE). Provided that at least 10% of the Total PBG shall be deposited with the BBMP as interest free deposit and rest 90% may be given as Bank Guarantee,

6.2. BBMP's right to accept any Bid and to reject any or All Bids

The BBMP reserves the right to accept or reject any Bid at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BBMP action.

6.3. Notification of Award

Prior to the expiration of the period of Bid validity, BBMP will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its Bid has been accepted. Upon the successful Bidder's furnishing of Performance Security, BBMP will promptly notify each unsuccessful Bidder.

6.4. Signing of Contract

When the BBMP notifies the successful Bidder that its Bid has been accepted, BBMP shall enter into a separate contract that will be provided to the successful bidder within one month from date of issue of notification of award,

incorporating all agreements (to be discussed and agreed upon) between BBMP, and Successful bidder.

6.5. Performance Bank Guarantee

The successful bidder shall at his own expense deposit with BBMP an unconditional and irrevocable Performance Bank Guarantee (PBG) from a scheduled bank acceptable to BBMP, payable on demand, for the due performance and fulfillment of the contract by the bidder. The PBG will be submitted in a format acceptable to BBMP.

The Performance Bank Guarantee will be as per the COMMERCIAL BID given by the Bidder and valid until three Months after completion of contract term (i.e. 27 months). All incidental charges whatsoever such as premium, commission, etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid till the end of three months after the period of contract which starts from the date of signing of contract. The performance bank guarantee may be discharged/ returned by BBMP, upon being satisfied that there has been due performance of the obligations of the bidder under the contract. **Provided that at least 10% of the total PBG shall be deposited with the BBMP as interest free deposit and rest 90% may be given as Bank Guarantee.**

Note: The PBG shall be as follows

(i) At the time of signing of the contract = Rs 6 Cr x (%age PBG bid by the bid winner)

(ii) In any month subsequent to contract signing, PBG =
Rs 6 Cr x (%age PBG bid) or
Rs [Present Month Actual Payment x 12] x [%age PBG bid]
whichever is higher.

In the event of the bidder being unable to service the contract for whatever reason, BBMP, may revoke the PBG as per terms and conditions of this RFP. Notwithstanding and without prejudice to any rights whatsoever of BBMP, under the contract in the matter, the proceeds of the PBG shall be payable to BBMP as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. BBMP, shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

BBMP shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

Annexure-1

Letter to Participate

(To be uploaded in the letter head of the Tenderer)

To

DCIO, BBMP IT Section
BBMP Head Office
Corporation Circle,
Bengaluru – 560 001

Sub: Participation in Tender for Selection of Agency to Provide Office & Field Staff to IT and Revenue Offices of BBMP

1 With reference to your Tender document dated _____, I/We, having examined the Tender Documents and understood their contents, hereby submits my/our Tender for supply of technical manpower as per subject cited above in conformity with the said Tender Documents. Our bid is unconditionaland unqualified.

2 We undertake, if our Tender is accepted, to deliver the same in accordance with the delivery schedule specified in the RFP.

3 I/We acknowledge that the Purchaser will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

4 I/We shall make available to the Purchaser any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

5 I/We acknowledge the right of the Purchaser to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

6 I/We declare that in the last 3(three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.

7 We declare that we do not have any conflict of interest; and that we are not insolvent bankrupt in according clause mentioned in the RFP.

8 I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.

9 I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet the requirements as specified in the Tender Document.

10 I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

11 In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that may be provided by the Purchaser. We agree not to seek any changes in the aforesaid Contract and agree to abide by the same.

12 I/We have studied all the Tender Documents carefully and also understand where the services are required to be supplied. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Purchaser or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

13 I/We offer an Earnest Money Deposit of Rs.5,00,000/- (Rupees Five Lakhs Only) for the Services for which we have submitted the Tender in accordance with the Tender Document.

14 The documents comprising the Tender, as specified in the RFP Document, have been submitted in the manner set out in the Tender Document.

15 The commercial quotation has been quoted by me as per the RFP and I understand that the bidder bidding the Highest Performance Guarantee (out of which 10% of the PG shall be deposited with BBMP as interest free deposit) shall be the bid winner subject to the terms and conditions of the RFP.

16 We/I understand that disclosing the commercial bid anywhere other than as part of commercial bid in eProcurement Portal shall render me disqualified for the tender.

17 I/We agree and undertake to abide by all the terms and conditions of the Tender Document.

18 I/We shall keep this offer valid for [90 (Ninety)] days from the last date of submission of Tenders as specified in the Tender Document.

19 I/We certify that I/We have not been debarred by Procurement Entity, State Government or BBMP or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

20 Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

21 I/We confirm that if I/We are the successful Tenderer shall within seven days of the receipt of LOI or Work Order from the Purchaser, furnish the Performance Security Deposit in accordance with the Conditions of this RFP.

22 I/We confirm that if I/We are the successful Tenderer, we shall obtain GST registration Certificate in the State of Karnataka, within one month from the date of receipt of LOI /Work Order or before release of any payment by the Purchaser, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on account of the supply of goods and /or for any action taken by the Purchaser or GST department in this regard.

23 I/We declare that:

- On my/our behalf, and there are no agents/dealers involved in this tender, and hence no agency agreement or payments/commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Appendix-B.

24 I / we agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours

Faithfully,

Date: (Signature of the Authorised Signatory)

Place: Name and Seal of Tenderer

Annexure-2

General Information of the Bidder – Form 1

The Bidder shall furnish details on the following lines:

Item	Details	Proof Attached
(1)	(2)	(3)
Address of Registered office	(Registration Number and Registration authority)	
Year of Incorporation		
Legal Status	Public or Private Ltd.	
Technological Collaborations		
Business Address for correspondence in India	Location:	
Business address of all the locations in India		
Name of the Contact Person		
Contact's Designation		
Contact address if different from above		
Contact Phone no:		
Email Id:		
Quality Certifications	(Enclose Certificates copy)	
Office location in Bengaluru		

Signature & Seal of Authorized Signatory

Proof to be enclosed for all of the above

Annexure-3
Technical bid details – Form 2

Name of the Bidder:		
1) Particulars of the annual turnover in each of the last three accounting Year i.e. 2020-21, 2021-22, 2022-23 as per audited accounts of the company (in Rs Lakhs). Turnover information furnished here should be as per the balance sheet and profit & loss account submitted to ROC and acknowledged by ROC. 2022-23 is also acceptable if available,		
Accounting Year	Turnover from IT Service provider and/or IT consulting services and/or Business of providing IT consultancy and support services	Proof Attached
2020-21		
2021-22		
2022-23		
2) ISO 9001 certification		
3) List of type of manpower available on the rolls of the Bidder (mention type of manpower and their number)	(1)	
	(2)	
	(3)	
	(4)	
	(5)	
	(6)	
	(7)	
	(8)	
	(9)	
	(10)	
4) Details of workorders and Manpower supplied for Government of Karnataka or BBMP or Govt Owned PSUs in last 5 years. **(Fill Format 2-A for each)**	(1)	
	(2)	
	(3)	
	(4)	
	(5)	
5) Attach list of at least 200 employees working on rolls of the bidder out of		

which at least 50 employees shall fulfill qualification and experience criteria of resources mentioned in the RFP.		

Signature & Seal of Authorized Signatory

Note: The Particulars of Turnover in Form 2 has to be certified by company auditor or Company authorized signatory. Please attach audited balance sheets for the accounting years of 2020-21, 2021-22, 2022-23.

Bidders submission

The bidder shall clearly detail as part of the pre-qualification cum technical bid the strategy to provide various services as per this RFP. Bidder should also indicate what type of backend support would be provided by the vendor to provide a particular service through the manpower/experts.

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

A – Background of the Organization/firm/entity:

[Provide brief description of the background of your organization firm/entity and each associate for this Assignment/job. The brief description should include Organization chart, registration, ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

7. B - Work Experience Details

[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out Manpower supply

assignment similar to the ones requested under this tender (the employer shall specify exact assignment for which experience details may be submitted)]

1.Firm's name:

Sl No	Name of the assignment	:	Details
1.1	Description of Project	:	
1.2	Approx. value of the contract (in Rupees)	:	
1.3	Country	:	
1.4	Location within country	:	
1.5	Duration of assignment (months)	:	
1.6	Name of Employer/Client	:	
1.7	Address of Employer/Client (including telephone & email)	:	
1.8	Total No of staff deployed in the Assignment	:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees)	:	
1.10	Start date (month/year)	:	
1.11	Completion date (month/year)	:	
1.12	Name & address of associated partner with their share of the contract, if any	:	
1.13	No of professional staff-months provided by associated partner	:	
1.14	Name of senior professional staff of your firm involved and functions performed	:	
1.15	Description of actual role and designation of the staff provided by you.	:	

Note: Please provide documentary evidence from the client i.e. copy of work order, contract for each of above mentioned assignment, completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Separate sheets may be used for number of projects / assignments.

Format for Certificate from Statutory Auditor for Financial Capacity of the Tenderer

(To be submitted on the Letterhead of the Statutory Auditor)

We have verified the relevant statutory and other records of M/s_____[Name of the T

(Rs._____)

Turnover (Rs.___)			
Financial Year [2022-2023]	**Financial Year [2021-2022]**	**Financial Year [2020-2021]**	**Average Annual Turnover**

This certificate is being issued to be produced before [Name of the Purchaser], for the ["Procurement ofGoods and related services for_____"].

Place:

Date

Signature and Seal of the Statutory Auditor

Clearly indicatinghis/her membership number

Annexure-4
Performance Bank Guarantee Format

B.G. No. Dated:

1 In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Purchaser", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Tender of .....(a registered under the ___,) and having its registered office at .....(hereinafter referred to as the "**Tenderer**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for _____ (hereinafter referred to as "the Services") pursuant to the Tender Document dated ..... issued in respect of the Service and other related documents including without limitation the draft Contract (hereinafter collectively referred to as "Tender Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter *referred to as the "Bank"), at the request of the Tenderer, do hereby in terms of* the RFP, irrevocably, unconditionally and without reservation guarantee that we unconditionally and irrevocably undertake to pay forthwith to the Purchaser an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Tenderer if the Tenderer shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Tender Documents resulting in such a demand being raised by the BBMP.

2 Any such written demand made by the Purchaser stating that the Tenderer is *in default of the due and faithful fulfilment and compliance with the terms and* conditions contained in the Tender Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due

and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Tenderer or any other person and irrespective of whether the claim of the Purchaser is disputed by the Tenderer or not, merely on the first demand from the Purchaser stating that the amount claimed is due to the Purchaser. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____only).

4. This Guarantee shall be irrevocable and remain in full force until _____ or for such extended period as may be mutually agreed between the Purchaser and the Bid Winner, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Purchaser shall be the sole judge to decide as to whether the Tenderer is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Tender Documents and the decision of the Purchaser that the Tenderer is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Purchaser and the Tenderer or any dispute pending before any Court, Tribunal, Arbitrator or any other Purchaser.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Tenderer or the Bank or any absorption, merger or amalgamation of the Tenderer or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Purchaser shall be entitled to treat the Bank as the principal debtor. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by

registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Purchaser to proceed against the said Tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Purchaser may have obtained from the said Tenderer or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. _____ (Rupees _____only). The Bank shall be liable to pay the said amount or any part thereof only if the Purchaser serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 45 days after the last date contract validity as per agreement)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms. ....., it's.....and authorised official.

(Signature of the Authorized Signatory) (Official Seal)

Annexure-5

DELETED

Annexure-6

Contract Agreement Form

THIS AGREEMENT made the _____day of _____2023 between Special Commissioner (Revenue & IT) of BBMP (hereinafter called "the purchaser") of the one part and_____ (Name of Agency) of _____ (address of the Agency) (hereafter called the Agency) of the Second Part.

WHERE AS the purchaser had tendered the work for **Selection of Agency to Provide Office & Field Staff to IT and Revenue Offices of BBMP** issued vide Tender No _____ dated ____ and has accepted the tender by the Agency for the same as per the RFP terms and conditions and KTPP Act 1999 & Rules thereunder at the rate and price given below (hereinafter called "the contract price")

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1) This agreement words and expression shall have the same meaning as are respectively assigned to them in the RFP.
2) The following document shall be deemed to form and be read and construed as Part of this Agreement, viz,

   (a) the tender or RFP document
   (b) the commercial bid submitted by the tenderer
   (c) the requirements & deliverables and the timelines stated in the RFP
   (d) the General conditions of contract in the RFP
   (e) the purchaser's Notification of Award and Letter of Intent (LoI)

3) The Agency shall deliver as per details in this Agreement and Scope of Work stated in Clause 3.1 of the RFP read with all the details of the RFP the Office & Field Staff to IT and Revenue Offices of BBMP of the description indicated in the RFP.

4) The purchaser hereby covenants to pay the Agency in consideration of the provision of the goods and the remedying of defects therein, the contact price or such other sum as may become payable under the provision of the contact

at the times and in the manner prescribed by the contact and prescribed in the RFP. In brief the same is reproduced below –

Delivery Schedule

The time is the essence of this contract and the delivery schedule for supply of personnel as stated in the RFP shall be adhered to.

The detailed deliverables, responsibilities and liabilities of the Agency shall be as per the RFP and same shall be read as part and parcel of this Agreement.

Payment

The Agency shall be paid every month as per the actually provided personnel and as per details given in this regard in the RFP. The Agency shall not delay any payments to the manpower supplied by them to BBMP even if there is a delay in release of payments to the Agency by BBMP.

IN WITNESS whereof the parties here to have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivered by the said

(Purchaser)

In the Presence of _____

Signed sealed and Delivered by the said

(Agency)

In the Presence of _____

General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Interpretations

In this Contract unless a contrary intention is evident:

I. The clause headings are for convenient reference only and do not form part of this Contract;
II. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
III. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
IV. A word in the singular includes the plural and a word in the plural includes the singular;
V. A word importing a gender includes any other gender;

VI. A reference to a person includes a partnership and a body corporate;

VII. A reference to legislation includes legislation repealing, replacing or amending that legislation;

VIII. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

The GCC shall be read in harmony and subject to the RFP and not in abrogation or substitution thereof. In the event of any inconsistency between the GCC and the RFP, the terms of contract should be as per the tender or the RFP and the agreement entered into based thereon.

1.3 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.6 Location

The Services shall be performed at such locations as are specified in ToR or the RFP

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultancy may be taken or executed by the officials specified in the RFP

1.8 Taxes and Duties

The Consultancy, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price (GST is excluded). In case of GST, the amount will be separately reimbursed by KMDS/Client on production of receipt of payment made.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the RFP.

2.2 Commencement of Services

The Consultancy shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the RFP.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the RFP.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultancy, suspend all payments to the Consultancy hereunder if the Consultancy fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultancy to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultancy of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultancy, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultancy does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultancy (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultancy is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the consultancy, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultancies (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultancy**

The Consultancy may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultancy pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultancy that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45)

days (or such longer period as the Consultancy may have subsequently approved in writing) following the receipt by the Client of the Consultancy's notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) Any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.7.1 or GC 2.7.2 hereof, the Consultancy shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultancy and equipment and materials furnished by the Client, the Consultancy shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultancies:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultancies:

3.1 General

The Consultancy shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultancy shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

3.2 Conflict of Interests

3.2.1 Consultancies Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultancy shall use their best efforts to ensure that the Personnel, shall not receive any such additional remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultancy, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultancy shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultancy in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) After the termination of this Contract, such other activities as may be specified in the RFP.

3.3 Confidentiality

The Consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Insurance to Be Taken out by the Consultancy

The Consultancy (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the RFP; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultancy's Actions Requiring Client's Prior Approval

The Consultancy shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood
(i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultancy shall remain fully liable for the performance of the

Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) Any other action that may be specified in the RFP.

3.6 Reporting Obligations

The Consultancy shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Consultancy to Be the Property of the Client

All plans, drawings, specifications, designs, maps, reports and other documents and software submitted by the Consultancy in accordance with *Clause 3.6 shall become and remain the property of the Client, and the* Consultancy shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultancy may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the RFP.

4. Consultancy's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultancy's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except, as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultancy, it becomes necessary to replace any of the Key Personnel, the Consultancy shall provide within 24 hours, as a replacement a person who is scoring, as per the objective assessment in

the original tender, equal/higher than the person who is being replaced.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy shall, at the Client's written request specifying the grounds therefor, provide within 24 hours, as a replacement a person who is scoring, as per the objective assessment in the original tender, equal/higher than the person who is being replaced.

(c) The Consultancy shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the RFP, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel employed by the Consultancy for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Consultants, and Personnel any such other assistance as may be specified in the RFP.

5.2 Services and Facilities

The Client shall make available to the Consultancy and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultancy as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultancy for the performance of the Services, (ii) the manner in which the Consultancy shall procure any such services, facilities and

property from other sources, and (iii) the additional payments, if any, to be made to the Consultancy as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultancy's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, and all other costs incurred by the Consultancy in carrying out the Services deRFPribed in ToR. Except as provided in Clause 5.2,

6.2 Contract Price

The Contract price is set forth in the RFP.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultancy and according to the payment schedule stated in the RFP. Unless otherwise stated in the RFP,

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the RFP.